

<b>SOLICITATION, OFFER AND AWARD</b>			<b>1. This Contract Is A Rated Order Under DPAS (15 CFR 700)</b>		<b>Rating</b> DOA6	<b>Page</b> 1 <b>of</b> 41
<b>2. Contract No.</b>		<b>3. Solicitation No.</b> DAAA09-03-R-0071		<b>4. Type of Solicitation</b> Negotiated (RFP)	<b>5. Date Issued</b> 2003SEP25	<b>6. Requisition/Purchase No.</b> SEE SCHEDULE
<b>7. Issued By</b> HQ JMC AMSJM-CCA-L ROCK ISLAND, IL 61299-6000  BLDG 350			<b>Code</b> W52P1J	<b>8. Address Offer To (If Other Than Item 7)</b>		

**SOLICITATION** NOTE: In sealed bid solicitations 'offer' and 'offeror' mean 'bid' and 'bidder'.

**9. Sealed offers in original and 1 signed copies for furnishing the supplies or services in the Schedule will be received at the place specified in item 8, or if handcarried, in the depository located in \_\_\_\_\_ until 03:00pm (hour) local time 2004JAN28 (Date).**

**Caution - Late Submissions, Modifications, and Withdrawals:** See Section L, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.

<b>10. For Information Call:</b>	<b>Name</b> CHRIS THOMPSON <b>E-mail address:</b> THOMPSONC2@OSC.ARMY.MIL	<b>Telephone No. (Include Area Code) (NO Collect Calls)</b> (309)782-4345
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**11. Table Of Contents**

(X)	Section	Description	Page(s)	(X)	Section	Description	Page(s)
<b>Part I - The Schedule</b>				<b>Part II - Contract Clauses</b>			
X	A	Solicitation/Contract Form	1	X	I	Contract Clauses	22
X	B	Supplies or Services and Prices/Costs	5	<b>Part III - List Of Documents, Exhibits, And Other Attachments</b>			
X	C	Description/Specs./Work Statement	8	X	J	List of Attachments	27
X	D	Packaging and Marking	10	<b>Part IV - Representations And Instructions</b>			
X	E	Inspection and Acceptance	11	X	K	Representations, Certifications, and Other Statements of Offerors	28
X	F	Deliveries or Performance	17				
	G	Contract Administration Data		X	L	Instrs., Conds., and Notices to Offerors	34
X	H	Special Contract Requirements	18	X	M	Evaluation Factors for Award	38

**OFFER (Must be fully completed by offeror)**

**NOTE:** Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.

**12. In compliance with the above, the undersigned agrees, if this offer is accepted within \_\_\_\_\_ calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.**

**13. Discount For Prompt Payment**  
(See Section I, Clause No. 52.232-8)

**14. Acknowledgment of Amendments (The offeror acknowledges receipt of amendments to the Solicitation for offerors and related documents numbered and dated:**

Amendment Number	Date	Amendment Number	Date

<b>15A. Contractor/Offeror/Quoter</b>	<b>Code</b>	<b>Facility</b>	<b>16. Name and Title of Person Authorized to Sign Offer (Type or Print)</b>
<b>15B. Telephone Number (Include Area Code)</b>	<b>15C. Check if Remittance Address is</b> <input type="checkbox"/> Different From Blk 15A- Furnish Such Address In Offer	<b>17. Signature</b>	<b>18. Offer Date</b>

**AWARD (To be completed by Government)**

<b>19. Accepted As To Items Numbered</b>	<b>20. Amount</b>	<b>21. Accounting And Appropriation</b>	
<b>22. Authority For Using Other Than Full And Open Competition:</b> <input type="checkbox"/> 10 U.S.C. 2304(c)( ) <input type="checkbox"/> 41 U.S.C. 253(c)( )		<b>23. Submit Invoices To Address Shown In</b> (4 copies unless otherwise specified)	<b>Item</b>
<b>24. Administered By (If other than Item 7)</b>	<b>Code</b>	<b>25. Payment Will Be Made By</b>	
<b>SCD</b>	<b>PAS</b>	<b>ADP PT</b>	
<b>26. Name of Contracting Officer (Type or Print)</b>		<b>27. United States Of America</b>  _____ (Signature of Contracting Officer)	<b>28. Award Date</b>

**IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.**

<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b>  <b>PIIN/SIIN</b> DAAA09-03-R-0071 <b>MOD/AMD</b>	<b>Page</b> 2 <b>of</b> 41
---------------------------	--	----------------------------

**Name of Offeror or Contractor:**

SECTION A - SUPPLEMENTAL INFORMATION

For Local Clauses See: <http://www.osc.army.mil/ac/aais/ioc/clauses/index.htm>

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
A-1	52.215-4501 OSC	ARSENALS AS SUBCONTRACTORS	JUN/2000
A-2	AMC	AMC-LEVEL PROTEST PROGRAM	OCT/1996

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(End of clause)

(AM7010)

A-3	52.222-1100 OSC	10 U.S.C. 4543 PILOT PROGRAM	FEB/2003
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Congressional language in Section 141 of the 1998 Defense Authorization Act (10 U.S.C. 4543 Pilot Program) allows "not more than three Army industrial facilities" to sell manufactured articles and services in support of DoD weapon systems without regard to availability from domestic sources. The three Army industrial facilities in this program are McAlester Army Ammunition Plant, McAlester, OK, Rock Island Arsenal, Rock Island, IL, and Watervliet Arsenal, Watervliet, NY.

These facilities cannot submit offers as the prime contractor on this solicitation, but in accordance with the above-described pilot program can act as a subcontractor to potential prime contractors when the statutory requirements (10 U.S.C. 4543) are met.

If you are interested in obtaining information about their capabilities, please contact the following:

McAlester Army Ammunition Plant  
Mr. Paul McDaniel, Attn: JMCMC-MO  
McAlester, Oklahoma 74501-9002  
(918) 420-6452  
mcdanpd@mcalestr-emh3.army.mil

Rock Island Arsenal  
Mr. William Peiffer, Attn: SOSRI-AP  
Rock Island, Illinois 61299-5000  
(309) 782-5178/4479  
peifferw@ria.army.mil

Watervliet Arsenal  
Mr. Ed McCarthy, Attn: AMSTA-WV-ODP  
Waterlviet, New York 12189-4050  
(518) 266-5052  
emccarthy@wva.army.mil

(End of Clause)

(AS7010)

A-4	52.246-4501 OSC	CONTRACTOR PERFORMANCE CERTIFICATION PROGRAM	APR/1997
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(End of clause)

(AS7000)

<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b>  <b>PIIN/SIIN</b> DAAA09-03-R-0071 <b>MOD/AMD</b>	<b>Page</b> 3 <b>of</b> 41
---------------------------	--	----------------------------

**Name of Offeror or Contractor:**

A-5      52.252-4500      FULL TEXT CLAUSES      SEP/1997  
OSC

1. The entire body of full text regulatory and command unique clauses and provisions will no longer be included in solicitations or contracts. These clauses and provisions have the same force and effect as if the entire full text was included in the solicitation/contract. Where text has been removed three astericks are put in its place (\*\*\*).

2. You can view or obtain a copy of the clauses and provisions on the internet at: [www.osc.army.mil/ac/aaais/osc/clauses/index.htm](http://www.osc.army.mil/ac/aaais/osc/clauses/index.htm). Click on command unique first to locate the clause. If it is not located under command unique click on regulatory to find.

3. All full text clauses have a 6 or 7 as the third digit of the clause number (i.e. AS7000).

(End of clause)

(AS7001)

ITEM: M204 Prop Charge  
NSN: 1310-01-050-8896

1. This solicitation is being issued under the following terms and conditions:

a. FAR Part 6.302-3(b)(v) - Restricted to United States and Canada

b. Best Value Criteria as follows:

- (1) Quality Control
- (2) Production Capability
- (3) Recent, Relevant Past Performance\*
- (4) Price
- (5) Small Business Utilization

\* Recent past performance, for the purpose of evaluating past performance, is defined as occurring from the three years prior to the solicitation's initial closing data up until date of award. The offeror must submit all contract information (government, commercial, foreign military sales) that meets the criteria of the definition for "Recent". Relevant is defined as producing the same or similar items requiring the same or similar manufacturing processes, skills, and abilities. The offeror must submit all contract information (Government, commercial, foreign military sales) that meet the criteria of the definition for "Relevant". The contracting office reserves the right to determine which contract information is relevant, though the contractor may highlight those they fell best showcases same/similar processes, skills and abilities. the government reserves the right to evaluate data from all sources in the evaluation of past performance.

(NOTE: QUALITY CONTROL IS SLIGHTLY GREATER THAN PRODUCTION CAPABILITY; WHICH IS SIGNIFICANTLY GREATER THAN PAST PERFORMANCE; WHICH IS MODERATELY GREATER THAN PRICE; WHICH IS SLIGHTLY GREATER THAN SMALL BUSINESS UTILIZATION).

c. With First Article

d. FOB Destination - The destination is not know at this time. An amendment will be issued providing the destination prior to closing the solicitation.

e. 300% Evaluated Option

f. In accordance with clause L-3 "Instructions To Offerors - Competitive Acquisition" the Government plans to award without discussions.

2. A Pre Award will be conducted.

3. The M204 Container, NSN: 1310-01-064-2839, Part No. 9312697 will be Government Furnished

4. The technical data package for this item is available on CD ROM only and is restricted to contractors who are registered to receive

<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b> <b>PIIN/SIIN</b> DAAA09-03-R-0071 <b>MOD/AMD</b>	<b>Page</b> 4 <b>of</b> 41
---------------------------	--	----------------------------

**Name of Offeror or Contractor:**

restricted data.

\*\*\* END OF NARRATIVE A 001 \*\*\*

[illegible]

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	001 W52PlJ21301711 Y00000 M 3 <u>DEL REL CD</u> <u>QUANTITY</u> <u>DAYS AFTER AWARD</u> 001 69,589 0270  FOB POINT: Destination  SHIP TO: <u>PARCEL POST ADDRESS</u> (Y00000) SHIPPING INSTRUCTIONS FOR CONSIGNEE (SHIP TO) WILL BE FURNISHED PRIOR TO SCHEDULED DELIVERY DATE FOR ITEM REQUIRED UNDER THIS REQUISITION.				
0002	<u>CONTRACT DATA DESCRIPTION (1423)</u>  SECURITY CLASS: Unclassified  <u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin  Contractor will prepare and deliver the technical data in accordance with the requirements, quantities and schedules set forth in the Contract Data Requirements List (DD Form 1423), Exhibit A  (End of narrative F001)			\$ ** NSP **	\$ ** NSP **

CONTINUATION SHEET	Reference No. of Document Being Continued		Page 7 of 41
	PIIN/SIIN DAAA09-03-R-0071	MOD/AMD	
Name of Offeror or Contractor:			

For Local Clauses See: <http://www.osc.army.mil/ac/aais/ioc/clauses/index.htm>

	Regulatory Cite	Title	Date
B-1	252.225-7008 DFARS	SUPPLIES TO BE ACCORDED DUTY-FREE ENTRY	MAR/1998

In accordance with paragraph (b) of the Duty-Free Entry clause of this contract of this contract, in addition to dutyfree entry for all qualifying country supplies (end products and components) and all eligible end products subject to applicable trade agreements (if this contract contains the Buy American Act--Trade Agreements--Balance of Payments Program clause or the Buy American Act--North American Free Trade Agreement Implementation Act-Balance of Payments Program clause), the following foreign end products that are neither qualifying country end products nor eligible end products under a trade agreement, and the following nonqualifying country components, are accorded duty-free entry:

NONE

(BA6700)

<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b>  <b>PIIN/SIIN</b> DAAA09-03-R-0071 <b>MOD/AMD</b>	<b>Page</b> 8 <b>of</b> 41
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**Name of Offeror or Contractor:**

SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

For Local Clauses See: <http://www.osc.army.mil/ac/aais/ioc/clauses/index.htm>

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
C-1	52.246-4506 OSC	STATEMENT OF WORK FOR STATISTICAL PROCESS CONTROL	FEB/1999
C-2	52.246-4535 OSC	STATEMENT OF WORK - AMMUNITION DATA CARDS	AUG/2002
C-3	52.210-4501 OSC	DRAWINGS/SPECIFICATION	MAR/1988

In addition to the drawing(s) and/or specifications listed below, other documents which are part of this procurement and which apply to Preservation/Packaging/Packing and Inspection and Acceptance are contained elsewhere.

The following drawing(s) and specifications are applicable to this procurement.

Drawings and Specifications in accordance with enclosed Technical Data Package Listing - TDPL 9312698 with revisions in effect as of 14 June 2002 (except as follows):

Add	REV	DATE	NOMENCLATURE	REF-DOC
HCSDS				
31	D	06/16/83	Nitrocellulose	MIL-N-244
408	B	05/12/81	Diphenylamine	MIL-D-98
601	G	10/19/87	Propellant, M10	MIL-P-63194
773	A	06/12/75	Potassium Sulfate	MIL-P-193

DRAWING

11829195 - Change Note 2 - FROM:

Material: Bag, Plastic, Polyethylene, SPEC PPP-B-26, Type II Styles 1, 2, or 3 (See Note 3)

TO: MIL-DTL-117, Type III, Class B, Style 2, (See Note 3)

(CS6100)

C-4	52.247-4503 OSC	STATEMENT OF WORK - TRANSPORTATION SECURITY REQUIREMENTS	MAY/1993
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Supplies procured under this contract are identified as Explosives 1.3C; Cat 4, Motor: NMFC 64300 S2 Rail: UFC 35700; 2435 lbs, requiring Transportation Protective Service (TPS) in accordance with DOD 5100.76M (Physical Security of Sensitive Conventional Arms, Ammunition, and Explosives) and AR 55-355/DLAR 4500.3 (Defense Traffic Management Regulation) as added to or amended by applicable military service policies in accordance with guidance provided by Defense Logistics Agency (DLA)/Defense Contract Management Command (DCMC) or other components assigned to provide contract administration services (CAS) within designated/delegated geographic areas as specified under DOD 4105.59H, DOD Directory of Contract Administration Service Components, dated January 1985, and subsequent issues thereof for offshore/OCONUS procurements.

(End of Statement of Work)

(CS6101)



C-5	52.247-4504	TRANSPORTATION SECURITY REQUIREMENTS FOR CONTRACTOR-TO-CONTRACTOR SHIPMENTS	MAY/1993
OSC			

\*\*\*

(End of statement of work)

(CS7115)

C-6	52.247-4505	TRANSPORTATION SECURITY REQUIREMENTS FOR GOCO AND SUBCONTRACTOR SHIPMENTS	MAY/1993
OSC			

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(End of statement of work)

(CS7116)

C-7	52.248-4502	CONFIGURATION MANAGEMENT DOCUMENTATION	MAY/2001
OSC			

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(End of Clause)

(CS7600)

<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b>  <b>PIIN/SIIN</b> DAAA09-03-R-0071 <b>MOD/AMD</b>	<b>Page 10 of 41</b>
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**Name of Offeror or Contractor:**

SECTION D - PACKAGING AND MARKING

For Local Clauses See: <http://www.osc.army.mil/ac/aais/ioc/clauses/index.htm>

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
D-1	52.211-4508 OSC	PACKAGING REQUIREMENTS	JUL/1997

Packaging shall be in accordance with 9313703 revision L, dated 21 Oct 96 FOR SHIPPING PURPOSES ONLY.

When lot numbering is required, no more than one lot shall be packaged in an outer shipping container.

Marking shall be in accordance with 9313703, REVISION L, DATED 21 OCT 96 FOR SHIPPING PURPOSES ONLY.

EXCEPTION: The following shall apply to drawing 9313703, Revision L, dated 21 Oct 96 FOR SHIPPING PURPOSES ONLY.

PERFORMANCE ORIENTED PACKAGING: Prior to shipment, the manufacturer shall make sure the container has been tested by a government approved Performance Oriented Packaging (POP) Test Laboratory for compliance with POP requirements in accordance with Title 49 Code of Federal Regulations. Test will be to a weight at least 10% greater than the actual gross weight to be marked on the tested container. POP marking shall not be applied to the container until verified by the government. The POP test report shall be generated by the Manufacturer/Laboratory in accordance with DI-PACK-81059 (Data Item Description) following the test. The report must be kept on file by the contractor and must also be submitted in accordance with DI-PACK-81059. For multi-year contracts, the contractor shall re-perform POP testing at a certified test laboratory if: (a) the initial POP test report expires before the end of the contract or (b) there is a change in container manufacturer or design of the exterior shipping container. No re-test is needed if all packaging is purchased while under an unexpired POP test.

PERFORMANCE ORIENTED PACKAGING (POP) VERIFICATION: In no case shall a container be shipped if the gross weight marked on the package is greater than the POP certified weight. If the average gross weight of the packed container (determined by weighing two representative samples and averaging the weight) is greater than the certified weight, container marking operations shall cease and the procuring activity shall be contacted immediately.

EXCEPTION TO PERFORMANCE ORIENTED PACKAGING (POP) MARKINGS: If manufactured outside the USA, contractor shall not apply the UN POP certification marking provided on drawing 9313703. Contractors (outside the USA) are responsible to perform UN POP tests on packaging requirements provided in this contract and apply UN POP certification marking authorized by the Competent Authority of the state (country) of manufacture.

DRAWING 9352441, add: "DISTRIBUTION STATEMENT A: APPROVED FOR PUBLIC RELEASE, DISTRIBUTION IS UNLIMITED."

DRAWING 9313704, in table change:

FROM: "BAG, BARRIER, TYPE 1, STYLE 1, CLASS E, SPEC MIL-B-117"  
TO: "BAG, BARRIER, TYPE 1, STYLE 1, CLASS E, SPEC MIL-DTL-117"

(End of clause)

(DS6303)

D-2	52.247-4517 OSC	PALLETIZATION INSTRUCTION	MAR/1992
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Palletization shall be in accordance with 9313727, revision G, dated 1 SEP 99, FOR SHIPPING PURPOSES ONLY.

HEAT TREAT WOOD REQUIREMENT & QUALITY MARKING: Because this item will never be shipped OCONUS, the heat treat requirement for all non-manufactured wood used in palletization will not apply to this procurement.

(End of clause)

(DS6204)

<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b>  <b>PIIN/SIIN</b> DAAA09-03-R-0071 <b>MOD/AMD</b>	<b>Page 11 of 41</b>
<b>Name of Offeror or Contractor:</b>		

SECTION E - INSPECTION AND ACCEPTANCE

For Local Clauses See: <http://www.osc.army.mil/ac/aais/ioc/clauses/index.htm>

The following Federal Acquisition Regulation (FAR), DoD FAR Supplement clauses and provisions, the full text of which will be made available upon request, are incorporated herein by reference with the same force and effect as if set forth in full text.

The text of the clauses incorporated by reference herein are available from the contract specialist indicated in block 7 of the Standard Form 33 or (as applicable) the contracting officer and will be furnished upon request. Other documents are available as indicated in the schedule.

Any company/individual wishing to purchase a copy of the Federal Acquisition Regulation (FAR), the Army FAR Supplement or the DOD FAR Supplement, may do so from the Superintendent of Documents, US Government Printing Office, Washington DC 20402

(EA7001)

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
E-1	52.246-2	INSPECTION OF SUPPLIES - FIXED-PRICE	AUG/1996
E-2	52.246-16	RESPONSIBILITY FOR SUPPLIES	APR/1984
E-3	52.245-4545 OSC	MIL-STD-1916	OCT/2000
E-4	52.246-4550 OSC	CRITICAL CHARACTERISTICS	JUN/2001
E-5	52.246-11	HIGHER-LEVEL CONTRACT QUALITY REQUIREMENT	JUL/2001
<p>(a) Definition. "Contract date", as used in this clause, means the date set for bid opening; or if this is a negotiated contract or a modification, the effective date of this contract or modification.</p> <p>(b) The Contractor shall comply with:</p> <p>( ) ISO 9002</p> <p>(X) ISO 9001-2000; only design/development exclusions permitted</p> <p>( ) ISO 9001:2000; no exclusions permitted</p> <p>or an alterate program/system approved by Headquarters, Operations Support Command, in effect on the contract date and which is hereby incorporated into this contract.</p> <p>(End of Clause)</p>			

(EF6001)

E-6	52.209-4511 OSC	FIRST ARTICLE TEST (GOVERNMENT TESTING)	MAY/1994
<p>a. The first article shall consist of: See Table I of MIL-C-48867B with amendment 4. Sample A 110 each. Sample B, Ballistic Sample of 200 each, shall not be shipped to the proving ground until the Contracting Officer has accepted Sample A; which shall be examined and tested in accordance with contract requirements, the item specification (s), the Quality Assurance Provisions (QAPS) and drawings listed in the Technical Data Package.</p> <p>b. The first article shall be delivered to: Yuma Proving Ground, Yuma, AZ. The first article shall be delivered by the Contractor Free on Board (FOB) destination except when transportation protective service or transportation security is required by other provision of this contract. If such is the case, the first article shall be delivered FOB origin and shipped on Government Bill of Lading.</p> <p>c. The first article shall be representative of items to be manufactured using the same processes and procedures as contract</p>			

<p align="center"><b>CONTINUATION SHEET</b></p>	<p align="center"><b>Reference No. of Document Being Continued</b></p> <p align="center"><b>PIIN/SIIN</b> DAAA09-03-R-0071      <b>MOD/AMD</b></p>	<p align="right"><b>Page 12 of 41</b></p>
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**Name of Offeror or Contractor:**

production. All parts and materials, including packaging and packing, shall be obtained from the same source of supply as will be used during regular production. All components, subassemblies, and assemblies in the first article sample shall have been produced by the Contractor (including subcontractors) using the technical data package provided by the Government.

d. Prior to delivery, each of the first article assemblies, subassemblies, and components shall be inspected by the Contractor for all contract, drawing, QAP and specification requirements except for any environmental or destructive tests indicated below: None. The Contractor shall provide to the Contracting Officer at least 15 calendar days advance notice of the schedule date for final inspection of the first article. Those inspections which are of a destructive nature shall be performed upon additional sample parts selected from the same lot(s) or batch(es) from which the first article as selected. Results of contractor inspections (including supplier's and Vendor's inspection records when applicable) shall be verified by the Government Quality Assurance Representative (QAR). The QAR shall attach to the contractor's inspection report a completed DD Form 1222. One copy of the contractor's inspection report with the DD Form 1222 shall be forwarded with the first article; two copies shall be provided to the Contracting Officer. Upon delivery to the Government, the first article may be subjected to inspection for all contract, drawing, specification, and QAP requirements.

e. Notwithstanding the provisions for waiver of first article, an additional first article sample or portion thereof, may be ordered by the Contracting Officer in writing when (i) a major change is made to the technical data, (ii) whenever there is a lapse in production for a period in excess of 90 days, or (iii) whenever a change occurs in the place of performance, manufacturing process, material used, drawing, specification or source supply. When conditions (i), (ii), or (iii) above occurs, the Contractor shall notify the Contracting Officer so that a determination can be made concerning the need for an additional first article sample or portion thereof, and instructions provided concerning the submission, inspection and notification of results. Costs of the first article testing resulting from production process change, change in the place of performance, or material substitution shall be borne by the Contractor.

f. Rejected first articles or portions thereof not destroyed during inspection and testing will be held at the government first article test site for a period of 30 days following the date of notification of rejection, pending receipt of instructions from the Contractor for the disposition of the rejected material. The Contractor agrees that failure to furnish such instructions within said 30 day period shall constitute abandonment of said material by the Contractor and shall confer upon the Government the right to destroy or otherwise dispose of the rejected items at the discretion of the Government without liability to the Contractor by reason of such destruction or disposition.

(End of Clause)

(ES6033)

E-7	52.246-4506	STATISTICAL PROCESS CONTROL (SPC)	MAY/1994
	OSC		

a. In addition to the quality requirements of the technical data package, the Contractor shall implement Statistical Process Control (SPC) in accordance with a government accepted SPC Program Plan. Control chart techniques shall be in accordance with the American National Standards Institute (ANSI) Z1.1, Z1.2 and ZI.3. Alternate SPC charting methods may be proposed and submitted to the Government for review.

b. The SPC Program Plan developed by the contractor shall consist of a general plan and a detailed plan. The plans shall be structured as delineated on the Data Item Description referenced in the DD Form 1423. The general and the detailed plans shall be submitted to the government for review per DD Form 1423 requirements. Notification by the Government of acceptance or nonacceptance of the plans shall be provided in accordance with the timeframes specified on the DD Form 1423. Once a general plan for a facility has been approved by this Command, the approval remains in effect for subsequent contracts as long as the contractual requirements remain substantially unchanged from contract to contract. Therefore, resubmission of a previously accepted general SPC plan is not required if current SPC contract clause and Data Item Description (DID) requirements are fulfilled. If this Command has previously accepted the general SPC plan under essentially the same SPC contractual requirements, so indicate by providing the Contracting Officer with the following information:

Date of Acceptance \_\_\_\_\_

Contract Number(s) \_\_\_\_\_

c. The contractor is responsible for updating the general plan to current SPC contractual requirements. If errors or omissions are encountered in a previously accepted SPC general plan, opportunities for improvement will be identified by the Government, and corrective action shall be accomplished by the contractor.

d. A milestone schedule will be submitted for those facilities who do not have, or have never had, a fully implemented SPC program and will not have a fully operational SPC program once production is initiated. The milestones shall provide a time phased schedule of

<p style="text-align: center;"><b>CONTINUATION SHEET</b></p>	<p style="text-align: center;"><b>Reference No. of Document Being Continued</b></p> <p style="text-align: center;">PIIN/SIIN DAAA09-03-R-0071      MOD/AMD</p>	<p style="text-align: center;"><b>Page 13 of 41</b></p>
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**Name of Offeror or Contractor:**

all efforts planned relative to implementation of an SPC program acceptable to the Government. A milestone schedule shall include implementation start and complete dates for those SPC subjects addressed in the Statistical Process Control Statement of Work located in Section C. The milestone schedule shall only include those actions that can not be accomplished prior to first article or the initiation of production, if a first article is not required. Milestones shall be developed for each commodity identified for SPC application. Milestones shall be submitted through the Government Quality Assurance Representative to the Contracting Officer for review and acceptance. Any deviations from the accepted milestones, to include justification for such deviations, shall be resubmitted through the same channels for review. The Government reserves the right to disapprove any changes to the previously accepted milestones. Notification by the Government of the acceptance or nonacceptance of the milestones shall be furnished to the Contractor by the Contracting Officer.

e. The Contractor shall review all process and operation parameters for possible application of SPC techniques. This review shall include processes and operations under the control of the prime contractor and those under the control of subcontractor or vendor facilities. A written justification shall be included in the detailed plan for each process and operation parameter that controls or influences characteristics identified as critical, special, or major which have been deemed impractical for the application of SPC techniques. A pamphlet on application of SPC for short production runs is available through the Contracting Officer.

f. Statistical evidence in the form of control charts shall be prepared and maintained for each process or operation parameter identified in the detailed plan. These charts shall identify all corrective actions taken on statistical signal. During production runs, control charts shall be maintained in such a manner to assure product is traceable to the control charts. At the conclusion of the production run, a collection of charts traceable to the product, shall be maintained for a minimum of 3 years. The control charts shall be provided to the Government for review at any time upon request.

g. When the process or operation parameter under control has demonstrated both stability and capability, the Contractor shall request, in writing, through Administrative Contracting Officer (ACO) and Contracting Officer (CO) channels to the Product Assurance and Test Directorate, that acceptance inspection or testing performed in accordance with contract requirements be reduced or eliminated. Upon approval by the CO, acceptance shall then be based upon the accepted SPC plan, procedures, practices and the control charts.

h. The Government will not consider requests for reduction or elimination of 100% acceptance inspection and testing of parameters or characteristics identified as critical in the technical data package, specifications or drawings of this contract if any one of the following conditions exist:

(1) The existing process currently utilizes a fully automated, cost effective, and sufficiently reliable method of 100% acceptance inspection or testing for an attribute-type critical parameter or characteristic.

(2) The Contractor utilizes attribute SPC control chart methods for the critical parameter or characteristic.

(3) The critical parameter or characteristic is a first order, single point safety failure mode (nonconformance of the critical parameter or characteristic in and of itself would cause a catastrophic failure).

i. The Government will only consider reduction or elimination of the 100% acceptance inspection or test requirement for other critical parameters or characteristics if either of the following conditions are met:

(1) The process is in a state of statistical control utilizing variable control chart methods for the critical parameter or characteristic under control and the process performance index (Cpk) is at least 2.0. The Contractor shall maintain objective quality evidence through periodic audits that the process performance index is being maintained for each production delivery.

(2) The critical parameter or characteristic is conclusively shown to be completely controlled by one or more process or operation parameters earlier in the process, and those parameters are in a state of statistical control utilizing variable data, and the product of the probability of the conformance for each earlier parameter associated to the critical characteristic is better than or equal to a value equivalent to that provided by a Cpk of at least 2.0. The Contractor shall maintain objective quality evidence through periodic audits that the process performance indexes are being maintained for each production delivery.

j. For characteristics other than critical, requests for reduction or elimination of acceptance inspection and testing shall be considered when the process performance index is greater than or equal to a Cpk of 1.33 for variables data. Requests shall be considered for attributes data when the percent beyond the specification limits is less than or equal to .003 (Cpk=1.33).

k. Process or operation parameters under reduced or eliminated inspection or testing that undergo a break in production less than 6 months in length, may continue to operate under reduced or eliminated inspection or testing provided there has been no degradation below a Cpk of 1.33 (2.0 for criticals). Any break in production greater than 6 months shall require resubmission of the request for reduction or elimination of inspection or testing through the same channels cited in paragraph g above.

l. Not used.

m. Immediately following a change to a process or operation parameter under reduced or eliminated inspection, the process capability (Cp) or process performance indexes (Cpk) shall be recalculated and documented for variable data; the grand average fraction defective

<p style="text-align: center;"><b>CONTINUATION SHEET</b></p>	<p style="text-align: center;"><b>Reference No. of Document Being Continued</b></p> <p style="text-align: center;">PIIN/SIIN DAAA09-03-R-0071      MOD/AMD</p>	<p style="text-align: center;"><b>Page 14 of 41</b></p>
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**Name of Offeror or Contractor:**

shall be recalculated for attribute data. If any of these values have deteriorated, immediate notification shall be made to the Government along with the associated documentation. Return to original inspection and test requirements may be imposed as stipulated in paragraph n below.

n. The Government reserves the right to withdraw authorization to reduce or eliminate final acceptance inspection or testing and direct the Contractor to return to original contract inspection or test procedures at any indication of loss of process control or deterioration of quality.

(End of Clause)

(ES6034)

E-8	52.246-4530	SUBMISSION OF PRODUCTION LOT SAMPLES (GOVERNMENT TESTING)	MAY/1994
	OSC		

a. A lot acceptance test sample is required to be submitted by the Contractor from each production lot tendered to the Government for acceptance. This sample shall consist of: See MIL STD 1916. The sample units shall be delivered by the Contractor Free on Board (FOB) destination, except when transportation protective service of transportation security is required by other provision of this contract. When such is the case, the sample units shall be delivered FOB origin and shipped to the test facility identified below on a Government Bill of Lading for the following tests:

b. When the production lot sample consists of components parts which require uploading at a Government Load, Assemble, and Pack (LAP) facility, and a shipping address is provided below, the contractor shall ship the sample units as specified above directly to the LAP facility. The LAP facility, upon completion of the uploading, will be responsible for shipping the samples to the tests facility indicated above in paragraph a.

c. The sample units shall be randomly selected from the entire lot by or in the presence of the Government Quality Assurance Representative. Unless otherwise specified, the sample units are considered to be destructively tested and are in addition to the units deliverable under the contract.

d. Prior to selection of the sample units, the lot shall have been inspected to and meet all other requirements of the contract. A sample shall not be submitted from a lot rejected for nonconformance to the detailed requirements of the specifications) and drawing(s) unless authorized by the Contracting Officer.

e. Unless authorized by the Contracting Officer, the lot from which the samples are drawn shall not be shipped until official notification has been provided by the Contracting Officer that the tested units have satisfactorily met the established requirements. Final acceptance of the lot shall not proceed until such notification has been provided.

f. If the production lot sample contains samples for ballistic testing, the test samples shall be identified as such on the outer packs and the applicable Ballistic Test Request (BTR) number shall be stenciled on all outer packs and included on all shipping documents.

g. The Contracting Officer shall by written notice to the Contractor within 45 days after receipt of the sample units by the government, approve, disapprove, or conditionally approve the lot acceptance sample.

h. If the production lot sample fails to meet applicable requirements, the Contractor may be required at the option of the Government, to submit an additional production lot test sample for test. When notified by the Government to submit an additional production lot test sample, the Contractor shall at no additional cost to the Government make any necessary changes, modifications, or repairs and select another sample for testing. The additional test sample shall be furnished to the Government under the terms and conditions and within the time specified in the notification. The Government shall take action on this test sample within the time limit specified in paragraph g above. All costs associated with the additional testing shall be borne by the Contractor.

i. If a ballistic test sample fails to meet contractual performance or functional requirements, the Contractor shall reimburse the Government for transportation costs associated with the failing sample, including the cost of transportation protective service and transportation security requirements when such security is required by other provision of this contract. An exception to this requirement for reimbursement of Government transportation costs will occur if the Government determines that the functional test samples failed to meet contractual performance requirements through no fault of the contractor.

j. If the Contractor fails to deliver any production lot test sample(s) for test within the time or times specified, or if the

<p align="center"><b>CONTINUATION SHEET</b></p>	<p align="center"><b>Reference No. of Document Being Continued</b></p> <p align="center"><b>PIIN/SIIN</b> DAAA09-03-R-0071      <b>MOD/AMD</b></p>	<p align="right"><b>Page 15 of 41</b></p>
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**Name of Offeror or Contractor:**

Contracting Officer disapproves any production lot test sample(s), the Contractor shall be deemed to have failed to make delivery within the meaning of the Default clause of this contract. Therefore, this contract may be subject to termination for default. Failure of the Government in such an event to terminate this contract for default shall not relieve the contractor of the responsibility to meet the delivery schedule for production quantities.

k. In the event the Contracting Officer does not approve, conditionally approve, or disapprove the production lot test sample(s) within the time specified in paragraph g above, the Contracting Officer shall equitably adjust the delivery or performance dates, or the contract price, or both, and any other contractual provision affected by such delay in accordance with the procedures provided in the Changes clause. Failure to agree to any adjustment shall be a dispute concerning a question of the fact within the meaning of the clause of this contract entitled Disputes.

(End of Clause)

(ES6035)

E-9	52.246-4528 OSC	REWORK AND REPAIR OF NONCONFORMING MATERIAL	MAY/1994
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a. Rework and Repair are defined as follows:

(1) Rework - The reprocessing of nonconforming material to make it conform completely to the drawings, specifications or contract requirements.

(2) Repair - The reprocessing of nonconforming material in accordance with approved written procedures and operations to reduce, but not completely eliminate, the nonconformance. The purpose of repair is to bring nonconforming material into a usable condition. Repair is distinguished from rework in that the item after repair still does not completely conform to all of the applicable drawings, specifications or contract requirements.

b. Rework procedures along with the associated inspection procedures shall be documented by the Contractor and submitted to the Government Quality Assurance Representative (QAR) for review prior to implementation. Rework procedures are subject to the QAR's disapproval.

c. Repair procedures shall be documented by the Contractor and submitted on a Request for Deviation/Waiver, DD Form 1694, to the Contracting Officer for review and written approval prior to implementation.

d. Whenever the Contractor submits a repair or rework procedure for Government review, the submission shall also include a description of the cause for the nonconformances and a description of the action taken or to be taken to prevent recurrence.

e. The rework or repair procedure shall also contain a provision for reinspection which will take precedence over the Technical Data Package requirements and shall, in addition, provide the Government assurance that the reworked or repaired items have met reprocessing requirements.

(End of Clause)

(ES7012)

E-10	52.246.4531 OSC	ACCEPTANCE INSPECTION EQUIPMENT	MAY/1994
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a. Acquisition, maintenance, and disposition of inspection equipment shall be in accordance with ANSI/NCSL Z540-1 or ISO 10012-1.

b. The Contractor shall provide all Acceptance Inspection Equipment (AIE) (except for any equipment listed as available in Section H and/or in Appendix I of this contract) necessary to assure conformance of components and end items to contract requirements. Equipment

<p style="text-align: center;"><b>CONTINUATION SHEET</b></p>	<p style="text-align: center;"><b>Reference No. of Document Being Continued</b></p> <p style="text-align: center;">PIIN/SIIN DAAA09-03-R-0071      MOD/AMD</p>	<p style="text-align: center;"><b>Page 16 of 41</b></p>
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**Name of Offeror or Contractor:**

listed as available shall be furnished by the Government in accordance with the Government Property clause of this contract. Government furnished Acceptance Inspection Equipment shall not be used by the contractor or his subcontractors in lieu of work gages.

c. All AIE shall be available for use prior to First Article submission, if First Article is required, or prior to initiation of production under this contract.

d. Contractor furnished AIE shall be made (i) in accordance with the equipment drawings specified in Section C description/specifications section), or (ii) in accordance with any other design, provided that the design documentation is approved by the Government. AIE designs utilized for inspection of characteristics that are classified as Minor require approval by the Government Quality Assurance Representative (QAR). AIE design documentation for inspection of characteristics listed as Critical, Special, or Major shall be submitted to the Government for review and approval in accordance with the Contract Data Requirements List, DD Form 1423.

e. Resubmission of AIE design documentation for approval on a follow on contract is not required provided inspection characteristic parameters) specified in the current technical data package and the previously approved AIE design documentation remain unchanged. The contractor shall provide the contract number and identify previously approved AIE documentation that meets the above prerequisites.

f. The Government reserves the right to disapprove at any time during performance of this contract, use of any AIE not meeting the requirements of the approved design documentation.

(End of Clause)

(ES7010)

E-11	52.246-4532	DESTRUCTIVE TESTING	MAY/1994
	OSC		

a. All costs for destructive testing by the Contractor and items destroyed by the Government are considered as being included in the contract unit price.

b. Where destructive testing of items or components thereof is required by contract or specification, the number of items or components required to be destructively tested, whether destructively tested or not, shall be in addition to the quantity to the delivered to the Government as set forth in the Contract Schedule.

c. All pieces of the complete First Article shall be considered as destructively tested items unless specifically exempted by other provisions of this contract.

d. The Contractor shall not reuse any components from items used in a destructive test during First Article, lot acceptance or inprocess testing, unless specifically authorized by the Contracting Officer.

e. The Government reserves the right to take title to all or any items or components described above. The Government may take title to all or any items or components upon notice to the Contractor. The items or components of items to which the Government takes title shall be shipped in accordance with the Contracting Officer's instructions. Those items and components to which the Government does not obtain title shall be rendered inoperable and disposed of as scrap by the Contractor.

(End of Clause)

(ES7011)



<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b>  <b>PIIN/SIIN</b> DAAA09-03-R-0071 <b>MOD/AMD</b>	<b>Page 17 of 41</b>
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**Name of Offeror or Contractor:**

SECTION F - DELIVERIES OR PERFORMANCE

For Local Clauses See: <http://www.osc.army.mil/ac/aais/ioc/clauses/index.htm>

The following Federal Acquisition Regulation (FAR), DoD FAR Supplement clauses and provisions, the full text of which will be made available upon request, are incorporated herein by reference with the same force and effect as if set forth in full text.

The text of the clauses incorporated by reference herein are available from the contract specialist indicated in block 7 of the Standard Form 33 or (as applicable) the contracting officer and will be furnished upon request. Other documents are available as indicated in the schedule.

Any company/individual wishing to purchase a copy of the Federal Acquisition Regulation (FAR), the Army FAR Supplement or the DOD FAR Supplement, may do so from the Superintendent of Documents, US Government Printing Office, Washington DC 20402.

(FA7001)

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
F-1	52.242-17	GOVERNMENT DELAY OF WORK	APR/1984
F-2	52.247-34	F.O.B. DESTINATION	NOV/1991
F-3	52.247-35	F.O.B. DESTINATION, WITHIN CONSIGNEE'S PREMISES	APR/1984
F-4	52.247-4531 OSC	COGNIZANT TRANSPORTATION OFFICER	MAY/1993

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(End of Clause)

(FS7240)

<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b>  <b>PIIN/SIIN</b> DAAA09-03-R-0071 <b>MOD/AMD</b>	<b>Page 18 of 41</b>
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**Name of Offeror or Contractor:**

SECTION H - SPECIAL CONTRACT REQUIREMENTS

For Local Clauses See: <http://www.osc.army.mil/ac/aais/ioc/clauses/index.htm>

The following Federal Acquisition Regulation (FAR), DoD FAR Supplement clauses and provisions, the full text of which will be made available upon request, are incorporated herein by reference with the same force and effect as if set forth in full text.

The text of the clauses incorporated by reference herein are available from the contract specialist indicated in block 7 of the Standard Form 33 or (as applicable) the contracting officer and will be furnished upon request. Other documents are available as indicated in the schedule.

Any company/individual wishing to purchase a copy of the Federal Acquisition Regulation (FAR), the Army FAR Supplement or the DOD FAR Supplement, may do so from the Superintendent of Documents, US Government Printing Office, Washington DC 20402.

(HA7001)

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
H-1	223.370- 4(A)(3) OSC	DISPOSAL OF REMAINING GFM AMMUNITION AND EXPLOSIVES FOLLOWING CONTRACT COMPLETION OR TERMINATION	JUN/1999
H-2	246.671 DFARS	MATERIAL INSPECTION AND RECEIVING REPORTS (DD FORM 250)	JAN/1995

Material Inspection and Receiving Report (DD Form 250), required to be prepared and furnished to the Government under the clause of this contract entitled 'Material Inspection and Receiving Report', will be distributed by the Contractor in accordance with DOD FAR Supplement Appendix F, Part 4.

Send copies to:

1. Purchasing Office

Commander  
U.S. Army Joint Munitions Command  
ATTN: AMSJM-CCA-L  
Rock Island, IL 61299-6000

2. Production Management

Commander  
U.S. Army Joint Munitions Command  
ATTN: AMSJM-CDA  
Rock Island, IL 61299-6000

3. Send additional copies to in accordance with Table 1 and Table 2.

(End of clause)

(HA6025)

H-3	242-1107(B) DFARS	INSTRUCTIONS FOR PREPARATION AND SUBMISSION OF PRODUCTION PROGRESS REPORTS	JUN/1996
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b. The form(s) shall be submitted on a monthly basis within two workdays after each reporting period, beginning with the end of the first full month following contract date. In addition, the contractor shall promptly submit a DD Form 375 reporting any delay in the scheduled delivery or completion as soon as known or anticipated. The forms shall be distributed as follows:

<u>ACTIVITY</u>	<u>ADDRESS</u>	<u>NO. OF COPIES</u>
Purchasing Office (PCO)	See Award document.	1

Administration Office (ACO)3

Production Manager

Commander1

US Army Joint Munitions Command

1 Rock Island Arsenal

ATTN: AMSJM-CDA

Rock Island, IL 61299-6000

(End of Clause)

(HA6026)

H-4

52.242-4506

PROGRESS PAYMENT LIMITATION

MAR/1988

OSC

Prior to first article approval, only costs incurred for the first article are allowable for progress payments; however, such payments shall not exceed ten percent (10%) of the initial award value of the contract.

(End of Clause)

(HS6002)

H-5

252.217-7026

IDENTIFICATION OF SOURCES OF SUPPLY

NOV/1995

DFARS

\*\*\*"(b) The apparently successful Offeror agrees to complete and submit the following table before award:

TABLE

Line Items	National Stock Number	Commercial Item (Y or N)	Source of Supply			Actual
	(2)	(3)	Company (4)	Address (4)	Part No. (5)	Mfg (6)
"(1)						
_____	_____	_____	_____	_____	_____	_____

- (1) List each deliverable item of supply and item of technical data.
- (2) If there is no national stock number, list 'none.'
- (3) Use 'Y' if the item is a commercial item; otherwise use 'N'. If 'Y' is listed, the Offeror need not complete the remaining columns in the table.
- (4) For items of supply, list all sources. For technical data, list the source.
- (5) For items of supply, list each source's part number for the item.
- (6) Use 'Y' if the source of supply is the actual manufacturer; 'N' if it is not; and 'U' if unknown.

(End of clause)

NOTE:

a. An original and one copy of the information required above, shall be provided to the Contracting Officer at the address set forth in Section G, or block 7 of the SF33 (or in block 6 of the DD Form 1155).

b. In the event that additional sources of supply are identified and utilized after the submittal required by paragraph (b) above, the Contractor will provide the required information for each additional source of supply not later than the date of final delivery of

<p><b>CONTINUATION SHEET</b></p>	<p><b>Reference No. of Document Being Continued</b></p> <p>PIIN/SIIN DAAA09-03-R-0071 MOD/AMD</p>	<p><b>Page 20 of 41</b></p>
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**Name of Offeror or Contractor:**

the applicable Contract Line Item.

(End of Clause)

(HA7705)

H-6	252.247-7023	TRANSPORTATION OF SUPPLIES BY SEA	MAY/2002
***	DFARS		

(f)(4) Ocean transportation was used and some or all of the shipments were made on non-U.S.-flag vessels without the written consent of the Contracting Officer. The Contractor shall describe these shipments in the following format:

ITEM	CONTRACT	
DESCRIPTION	LINE ITEMS	QUANTITY

TOTAL

(End of Clause)

(HA7502)

H-7	252.247-7024	NOTIFICATION OF TRANSPORTATION OF SUPPLIES BY SEA	NOV/1995
***	DFARS		

(End of clause)

(HA7503)

H-8	245.7310-1	DEMILITARIZATION	JUL/1996
	DFARS		

When demilitarization of property is required, whther on or off contractor or Government premises, the invitation must include the following clause:

(a) DEMILITARIZATION.

Item(s) -1- require demilitarization by the Purchaser in the manner and to the degree set forth below:

(1) For property located in the United States insert item number(s) and specific demilitarization requirements for item(s) shown in Attachment 1, Part 2 of Defense, Demilitarization Manual;

(2) For property located outside the United States, insert item number(s) and specific demilitarization requirements for item(s) shown in Attachment 1, Part 3 of DoD 4160.21-M-1, Defense Demilitarization Manual.

(b) DEMILITARIZATION ON GOVERNMENT PREMISES. Property requiring demilitarization shall not be removed, and title shall not pass to the Purchaser, until demilitarization has been completed and approved by an authorized Contractor and Government representative. Demilitarization will be accomplished as specified in the contract. Components parts vital to the military or lethal purpose of the property shall be rendered unusable. The Purchaser agrees to assume all cost incident to the demilitarization and to restore the working area to its present condition after removing the demilitarized property.

(c) DEMILITARIZATION ON NON-GOVERNMENT PREMISES. Property requiring demilitarization shall be demilitarized by the Purchaser under supervision of qualified Department of Defense personnel. Title shall not pass to the Purchaser until demilitarization has been completed by the Purchaser and approved by an authorized Contractor and Government representative. Demilitarization will be accomplished as specified in the contract. Component parts vital to the military or lethal purpose of the property shall be rendered unusable. The Purchaser agrees to assume all costs incident to the demilitarization.

<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b> <b>PIIN/SIIN</b> DAAA09-03-R-0071 <b>MOD/AMD</b>	<b>Page 21 of 41</b>
<b>Name of Offeror or Contractor:</b>		

(d) FAILURE TO DEMILITARIZE. If the Purchaser fails to demilitarize the property as specified in the contract, the Contractor may, upon giving ten days written notice from date of mailing to the Purchaser --

(1) Repossess, demilitarize, and return the property to the Purchaser. The Purchaser hereby agrees to pay to the Contract, prior to the return of the property, all costs incurred by the Contractor in repossessing, demilitarizing, and returning the property to the Purchaser.

(2) Repossess, demilitarize, and resell the property, and charge the defaulting Purchaser with all excess costs incurred by the Contractor. The Contractor shall deduct these costs from the purchase price and refund the balance of the purchase price, if any, to the Purchaser. In the event the excess costs exceed the purchase price, the defaulting Purchaser hereby agrees to pay theses excess costs to the Contractor.

(3) Repossess and resell the property under similar terms and conditions. In the event this option is exercised, the Contractor shall charge the defaulting Purchaser with all excess costs incurred by the Contractor. The Contractor shall deduct these excess costs from the original purchase price and refund the balance of the p;urchase price, if any, to the defaulting Purchaser. Should the excess costs to the Contract exceed the purchase price, the defaulting Purchaser hereby agrees to pay these excess costs to the Contractor.

(End of Clause)

(HA7800)

H-9

52.247-4545

PLACE OF CONTRACT SHIPPING POINT, RAIL INFORMATION

MAY/1993

OSC

The bidder/offeror is to fill in the 'Shipped From' address, if different from 'Place of Performance' indicated elsewhere in this section.

Shipped From:

For contracts involving F.O.B. Origin shipments furnish the following rail information:

Does Shipping Point have a private railroad siding//// ☐ YES ☐ NO

If YES, give name of rail carrier serving it: \_\_\_\_\_

If NO, give name and address of nearest rail freight station and carrier serving it:

Rail Freight Station Name and Address: \_\_\_\_\_

Serving Carrier: \_\_\_\_\_

(End of Clause)

(HS7600)

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN DAAA09-03-R-0071 MOD/AMD	Page 22 of 41
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**Name of Offeror or Contractor:**

SECTION I - CONTRACT CLAUSES

For Local Clauses See: <http://www.osc.army.mil/ac/aais/ioc/clauses/index.htm>

	Regulatory Cite	Title	Date
I-1		*** THIS REFERENCE (IF0079) IS NO LONGER VALID ***	
I-2	52.203-3	GRATUITIES	APR/1984
I-3	52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT	JUL/1995
I-4	52.203-7	ANTI-KICKBACK PROCEDURES	JUL/1995
I-5	52.204-4	PRINTING OR COPYIED DOUBLE-SIDED ON RECYCLED PAPER	AUG/2000
I-6	52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT	JUL/1995
I-7	52.211-5	MATERIAL REQUIREMENTS	AUG/2000
I-8	52.211-15	DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS	SEP/1990
I-9	52.215-8	ORDER OF PRECEDENCE-UNIFORM CONTRACT FORMAT	OCT/1997
I-10	52.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS	OCT/2000
I-11	52.219-9	SMALL BUSINESS SUBCONTRACTING PLAN (OCT 01) ALTERNATE II (OCT 01)	OCT/2000
I-12	52.219-16	LIQUIDATED DAMAGES - SUBCONTRACTING PLAN	JAN/1999
I-13	52.222-19	CHILD LABOR-COOPERATION WITH AUTHORITIES AND REMEDIES	SEP/2002
I-14	52.222-20	WALSH-HEALEY PUBLIC CONTRACTS ACT	DEC/1996
I-15	52.222-26	EQUAL OPPORTUNITY	APR/2002
I-16	52.222-35	EQUAL OPPORTUNITY FOR SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS	DEC/2001
I-17	52.222-36	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES	JUN/1998
I-18	52.222-37	EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS	DEC/2001
I-19	52.229-3	FEDERAL, STATE, AND LOCAL TAXES	JAN/1991
I-20	52.232-1	PAYMENTS	APR/1984
I-21	52.232-8	DISCOUNTS FOR PROMPT PAYMENT	MAY/1997
I-22	52.232-11	EXTRAS	APR/1984
I-23	52.232-16	PROGRESS PAYMENTS (MAR 2000) - ALTERNATE I (MAR 2000)	MAR/2000
I-24	52.232-17	INTEREST	JUN/1996
I-25	52.232-25	PROMPT PAYMENT	MAY/2001
I-26	52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER PAYMENT--CENTRAL CONTRACTOR REGISTRATION	MAY/1999
I-27	52.233-1	DISPUTES	JUL/2002
I-28	52.233-3	PROTEST AFTER AWARD	AUG/1996
I-29	52.242-2	PRODUCTION PROGRESS REPORTS	APR/1991
I-30	52.242-12	REPORT OF SHIPMENT (REPSHIP)	JUL/1995
I-31	52.242-13	BANKRUPTCY	JUL/1995
I-32	52.243-1	CHANGES - FIXED PRICE	AUG/1987
I-33	52.243-7	NOTIFICATION OF CHANGES	APR/1984
I-34	52.245-2	GOVERNMENT PROPERTY (FIXED PRICE CONTRACTS)(CLASS DEVIATION 99-00012)	DEC/1989
I-35	52.246-1	CONTRACTOR INSPECTION REQUIREMENTS	APR/1984
I-36	52.247-15	CONTRACTOR RESPONSIBILITY FOR LOADING AND UNLOADING	APR/1984
I-37	52.247-63	PREFERENCE FOR U.S. - FLAG AIR CARRIERS	JAN/1997
I-38	52.249-1	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE)(SHORT FORM)	APR/1984
I-39	52.249-8	DEFAULT (FIXED-PRICE SUPPLY AND SERVICE)	APR/1984
I-40	52.253-1	COMPUTER GENERATED FORMS	JAN/1991
I-41	252.203-7001	PROHIBITION ON PERSONS CONVICTED OF FRAUD OR OTHER DEFENSE-CONTRACT-RELATED FELONIES	MAR/1999
I-42	252.204-7003	CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT	APR/1992
I-43	252.204-7004	REQUIRED CENTRAL CONTRACTOR REGISTRATION	MAR/2000
I-44	252.209-7000	ACQUISITION FROM SUBCONTRACTORS SUBJECT TO ON-SITE INSPECTION UNDER THE INTERMEDIATE-RANGE NUCLEAR FORCES (INF) TREATY	NOV/1995
I-45	252.219-7003	SMALL, SMALL DISADVANTAGED AND WOMEN-OWNED SMALL BUSINESS SUBCONTRACTING PLAN (DOD CONTRACTS)	APR/1996
I-46	252.223-7002	SAFETY PRECAUTIONS FOR AMMUNITION AND EXPLOSIVES	MAY/1994
I-47	252.223-7003	CHANGE IN PLACE OF PERFORMANCE - AMMUNITION AND EXPLOSIVES	DEC/1991

<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b> <b>PIIN/SIIN</b> DAAA09-03-R-0071 <b>MOD/AMD</b>	<b>Page 23 of 41</b>
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**Name of Offeror or Contractor:**

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
I-48	252.225-7009 DFARS	DUTY-FREE ENTRY--QUALIFYING COUNTRY SUPPLIES (END PRODUCTS AND COMPONENTS)	AUG/2000
I-49	252.225-7031 DFARS	SECONDARY ARAB BOYCOTT OF ISRAEL	JUN/1992
I-50	252.226-7001	UTILIZATION OF INDIAN ORGANIZATIONS AND INDIAN-OWNED ECONOMIC ENTERPRISES-DOD CONTRACTS	SEP/2001
I-51	252.231-7000 DFARS	SUPPLEMENTAL COST PRINCIPLES	DEC/1991
I-52	252.242-7000 DFARS	POSTAWARD CONFERENCE	DEC/1991
I-53	252.243-7001 DFARS	PRICING OF CONTRACT MODIFICATIONS	DEC/1991
I-54	252.246-7000 DFARS	MATERIAL INSPECTION AND RECEIVING REPORT	DEC/1991

I-55      52.209-4      FIRST ARTICLE APPROVAL - GOVERNMENT TESTING      SEP/1989

(a) The Contractor shall deliver \* unit(s) of Lot/Item \* within \*\* calendar days from the date of this contract to the Government at \* for first article tests. The shipping documentation shall contain this contract number and the Lot/Item identification. The characteristics that the first article must meet and the testing requirements are specified elsewhere in this contract.

(b) Within 45 calendar days after the Government receives the first article, the Contracting Officer shall notify the Contractor, in writing, of the conditional approval, approval, or disapproval of the first article.

(Estimated Government Test Costs \$40,000.00)

\*\*\*

\* (See instructions regarding submission of First Article clause)

\*\* (See Schedule B)

(End of clause)

(IF6003)

I-56      52.217-6      EVALUATED OPTION FOR INCREASED QUANTITY      MAR/1989

a. This solicitation includes an evaluated option (See Section M).

b. The Government reserves the right to increase the quantity of item 0001AB by a quantity of up to and including but not exceeding 300% percent as an evaluated option at the price quoted below.

c. If the Contractor does not quote a price hereunder, the lowest price offered/bid in the Schedule for item(s) 0001AB shall be the price used for evaluation/award of any option quantities. All evaluation factors identified in the solicitation, except F.O.B. origin transportation costs, will be applied to the option quantity for evaluation purposes.

d. The Contracting Officer may exercise the evaluated option at any time AFTER THE DATE OF THE FIRST ARTICLE APPROVAL by giving written notice to the Contractor.

e. Delivery of the items added by exercise of this option shall continue immediately after, and at the same rate as delivery of like items called for under the contract, unless the parties agree otherwise.

f. Subject to the limitations contained in this clause, the Government may exercise this option on one or more occasions.

g. Offered Unit Prices for the Option Quantities are:

	<u>Unit Price</u>
Evaluated Option (F.O.B. Origin)	\$

<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b>  <b>PIIN/SIIN</b> DAAA09-03-R-0071 <b>MOD/AMD</b>	<b>Page 24 of 41</b>
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**Name of Offeror or Contractor:**

Varying prices may be offered for the option quantities actually ordered and the dates when ordered. In as much as the unit price for the basic quantity may contain starting, load, testing, tooling, transportation or other costs not applicable to option quantities, offerors are requested to take these factors into consideration while setting forth the unit price(s) for the option quantities. The option price is expected (but not required) to be lower than the unit price for the initial quantity.

(End of Clause)

(IF6080)

I-57                      52.243-7                      NOTIFICATION OF CHANGES                      JAN/2001  
\*\*\*

(b) The primary purpose of this clause is to obtain prompt reporting of Government conduct that the Contractor considers to constitute a change to this contract. Except for changes identified as such in writing and signed by the Contracting Officer, the Contractor shall notify the Contracting Officer in writing promptly, with -1- (to be negotiated) calendar days from the date that the Contractor identifies any Government conduct (including actions, inactions, and written or oral communications) that the Contractor regards as a change to the contract terms and conditions. On the basis of the most accurate information available to the Contractor, the notice shall state--

\*\*\*

(d) Government response. The Contracting Officer shall promptly, within -2- (to be negotiated) calendar days after receipt of notice, respond to the notice in writing. In responding, the Contracting Officer shall either--\*\*\*

\*\*\*

(End of clause)

(IF6250)

I-58                      52.246-17                      WARRANTY OF SUPPLIES OF A NONCOMPLEX NATURE                      MAY/2001  
\*\*\*

(b) Contractor's obligations. (1) Notwithstanding inspection and acceptance by the Government of supplies furnished under this contract, or any condition of this contract concerning the conclusiveness thereof, the Contractor warrants that for 1095 days after acceptance --

\*\*\*

(c) Remedies available to the Government. (1) The Contracting Officer shall give written notice to the Contractor of any breach of warranties in paragraph (b)(1) of this clause within 120 days after discovery of the defect(s).

\*\*\*

(d) Whenever a request for waiver, deviation, or other change to a requirement in the contract is approved, Contractor responsibilities arising out provisions of this clause are relieved only to the extent of the terms and conditions specified in the approval.

(e) For purpose of identifying warranted material to facilities receiving it, the following instructions will apply:

(1) For a quantity of warranted material which has been accepted at origin by the Government, the pertinent DD Form 250 (and the pertinent Ammunition Data Card if the card is contractually required) shall bear the following annotation: "The warranty period of the quantity stated hereon of (enter the item serial/lot number(s) as applicable) begins on (enter the date of acceptance of quantity) and ends on (enter the date of the end of the warranty period for quantity)".

(2) For a quantity of warranted material which has not been accepted at origin by the Government, the pertinent DD Form 250 (and the pertinent Ammunition Data Card if the card is contractually required) shall bear the following annotation: "The warranty period for the quantity stated hereon of (enter item serial/lot number(s) begins on the date of the acceptance of the lot and ends (enter the length of warranty period) days later."

(End of Clause)

(IF6070)



<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b> <b>PIIN/SIIN</b> DAAA09-03-R-0071 <b>MOD/AMD</b>	<b>Page 25 of 41</b>
<b>Name of Offeror or Contractor:</b>		

I-59                      52.252-6                      AUTHORIZED DEVIATIONS IN CLAUSES                      APR/1984  
(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of ''(DEVIATION)'' after the date of the clause.

(b) The use in this solicitation or contract of any DOD FAR SUPPLEMENT (48 CFR Chapter 2) clause with an authorized deviation is indicated by the addition of ''(DEVIATION)'' after the name of the regulation.

(End of clause)  
(IF7016)

I-60                      252.211-7005                      SUBSTITUTIONS FOR MILITARY OR FEDERAL SPECIFICATIONS AND STANDARDS                      MAR/1999  
DFARS

(a) Definition. "SPI process," as used in this clause, means a management or manufacturing process that has been accepted previously by the Department of Defense under the Single Process Initiative (SPI) for use in lieu of a specific military or Federal specification or standard at specific facilities. Under SPI, these processes are reviewed and accepted by a Management Council, which includes representatives from the Defense Contract Management Command, the Defense Contract Audit Agency, and the military departments.

(b) Offerors are encouraged to propose SPI processes in lieu of military or Federal specifications and standards cited in the solicitation. A listing of SPI processes accepted at specific facilities is available via the Internet in PDF format at <http://www.dcmc.hq.dla.mil/spi/dbreport/modified.pdf> and in Excel format at <http://www.dcmc.hq.dla.mil/spi/dbreport/modified.xls>.

(c) An offeror proposing to use an SPI Process in lieu of military or Federal specifications or standards cited in the solicitation shall--

- (1) Identify the specific military or Federal specification or standard for which the SPI process has been accepted,
- (2) Identify each facility at which the offeror proposes to use the specific SPI process in lieu of military or Federal specifications or standards cited in the solicitation;
- (3) Identify the contract line items, subline items, components, or elements affected by the SPI process; and
- (4) If the proposed SPI process has been accepted at the facility at which it is proposed for use \, but is not yet listed at the Internet site specified in paragraph (b) of this clause, submit documentation of Department of Defense acceptance of the SPI process.

(d) Absent a determination that an SPI process is not acceptable for this procurement, the Contractor shall use the following SPI processes in lieu of military or Federal specifications and standards:

(Offeror insert information for each SPI process)

SPI Process: \_\_\_\_\_

Facility: \_\_\_\_\_

Military or Federal  
Specification or Standard: \_\_\_\_\_

Affected Contract Line Item Number, Subline Item Number, Component, or Element: \_\_\_\_\_

(e) If a prospective offeror wishes to obtain, prior to the time specified for receipt of offers, verification that an SPI process is an acceptable replacement for military or Federal specifications or standards required by the solicitation, the prospective offeror--

- (1) May submit the information required by paragraph (d) of this clause to the Contracting Officer prior to submission of an offer; but
- (2) Must submit the information to the contracting Officer at least 10 working days prior to the date specified for receipt of offers.



SECTION J - LIST OF ATTACHMENTS

<u>List of Addenda</u>	<u>Title</u>	<u>Date</u>	<u>Number of Pages</u>	<u>Transmitted By</u>
Exhibit A	CONTRACT DATA REQUIREMENT LIST (1423)	05-MAY-03	006	
Attachment 001	DD FORM 2356 WARNING LABEL		001	
Attachment 002	GUIDANCE ON DOCUMENTATION OF CONTRACT REQUIREMENTS LIST (CDRL)			
Attachment 003	INSTRUCTIONS FOR COMPLETING DD FORM 1423		001	
Attachment 004	ADDRESS CODE DISTRIBUTION FOR ECP/RFD/VECP		001	
Attachment 005	LIST OF ADDRESSES		001	
Attachment 006	STATEMENT OF WORK ACCOUNTABILITY INSTRUCTIONS		001	
Attachment 007	DOCUMENT SUMMARY LIST		003	
Attachment 008	DATA DELIVERY DESCRIPTION-REQUEST FOR DEVIATION (RFD)		004	
Attachment 009	DATA DELIVERY DESCRIPTION-NOTICE OF REVISION (NOR)		002	
Attachment 010	DATA DELIVERY DESCRIPTION-ENGINEERING CHANGE PROPOSAL (ECP)		009	
Attachment 011	LISTING OF GOVERNMENT OWNED PROPERTY TO BE USED FOR PERFORMANCE		002	
Attachment 012	DEFENSE PRIORITIES AND ALLOCATION SYSTEM			
Attachment 013	DISCLOSURE OF LOBBYING ACTIVITIES			
Attachment 014	STATEMENT OF WORK - STATISTICAL PROCESS CONTROL		004	
Attachment 015	STATEMENT OF WORK - AMMUNITION DATA CARD		005	

<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b>  <b>PIIN/SIIN</b> DAAA09-03-R-0071 <b>MOD/AMD</b>	<b>Page 28 of 41</b>
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**Name of Offeror or Contractor:**

SECTION K - REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS

For Local Clauses See: <http://www.osc.army.mil/ac/aais/ioc/clauses/index.htm>

The following Federal Acquisition Regulation (FAR), DoD FAR Supplement clauses and provisions, the full text of which will be made available upon request, are incorporated herein by reference with the same force and effect as if set forth in full text.

The text of the clauses incorporated by reference herein are available from the contract specialist indicated in block 7 of the Standard Form 33 or (as applicable) the contracting officer and will be furnished upon request. Other documents are available as indicated in the schedule.

Any company/individual wishing to purchase a copy of the Federal Acquisition Regulation (FAR), the Army FAR Supplement or the DOD FAR Supplement, may do so from the Superintendent of Documents, US Government Printing Office, Washington DC 20402.

(KA7001)

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
K-1	52.203-11	CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	APR/1991
K-2	252.209-7001 DFARS	DISCLOSURE OF OWNERSHIP OR CONTROL BY THE GOVERNMENT OF A TERRORIST COUNTRY	MAR/1998
K-3	52.219-1	SMALL BUSINESS PROGRAM REPRESENTATIONS	APR/2002
(a)(1) The North American Industry Classification System (NAICs) code for this acquisition is 332993.			
(2) The small business size standard is 1500.			

\*\*\*

(b) Representations.

(1) The offeror represents as part of its offer that it \_\_\_is, \_\_\_is not a small business concern.

(2) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents, for general statistical purposes, that it \_\_\_is, \_\_\_is not a small disadvantaged business concern as defined in 13 CFR 124.1002.

(3) (Complete only if offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it \_\_\_is, \_\_\_is not a women-owned small business concern.

(4) (Complete only if offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it is, \_\_\_\_\_ is not \_\_\_\_\_ a veteran-owned small business concern.

(5) (Complete only if offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it is, \_\_\_\_\_ is not \_\_\_\_\_ a service-disabled veteran-owned small business concern.

(6) [Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The offeror represents, as part of its offer, that

(i) It ( ) is, ( ) is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and

(ii) It ( ) is, ( ) is not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (b)(6)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. [The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture: \_\_\_\_\_.] Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

\*\*\*

(End of provision)

(KF6003)

K-4	52.219-1	SMALL BUSINESS PROGRAM REPRESENTATIONS (APR 02) - ALTERNATE 1 (APR 02)	APR/2002
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(7) [Complete if offeror represented itself as disadvantaged in paragraph (b)(2) of this provision.] the offeror shall check the category in which its ownership falls:

<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b>  <b>PIIN/SIIN</b> DAAA09-03-R-0071 <b>MOD/AMD</b>	<b>Page 29 of 41</b>
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**Name of Offeror or Contractor:**

Black American

Hispanic American

Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).

Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, U.S. Trust Territory of the Pacific Islands (Republic of Palau), Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).

Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lank, Bhutan, the Maldives Islands, or Nepal).

individual/concern, other than one of the preceding.

(KF6004)

K-5      52.219-4      NOTICE OF PRICE EVALUATION PREFERENCE FOR HUBZONE SMALL BUSINESS      JAN/1999  
CONCERNS

\*\*\*

(c) Waiver of evaluation preference. A HUBZone small business concern may elect to waive the evaluation preference, in which case the factor will be added to its offer for evaluation purposes. The agreements in paragraph (d) of this clause do not apply if the offeror has waived the evaluation preference.

\_\_\_-1-      Offeror elects to waive the evaluation preference.

\*\*\*

(End of clause)

(KF6005)

K-6      52.203-2      CERTIFICATE OF INDEPENDENT PRICE DETERMINATION      APR/1985

\*\*\*

(b)(2)(i) Has been authorized, in writing, to act as agent for the following principals in certifying those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above\_\_\_\_\_  
\_(insert full name of person(s) in the offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the offeror's organization);

\*\*\*

(End of Provision)

(KF7005)

K-7      52.204-3      TAXPAYER IDENTIFICATION      OCT/1998

\*\*\*\*

(d) Taxpayer Identification Number (TIN).

( ) TIN:

( ) TIN has been applied for.

( ) TIN is not required because

( ) Offeror is a nonresident alien, foreign corporation or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the U.S. and does not have an office or place of business or a fiscal paying agent in the U.S.;

( ) Offeror is an agency or instrumentality of a foreign government;

( ) Offeror is an agency or instrumentality of a Federal government; \_

Name of Offeror or Contractor:

- (e) Type of organization.
- ( ) Sole proprietorship
- ( ) Partnership
- ( ) Corporate entity (not tax-exempt);
- ( ) Corporate entity (tax-exempt);
- ( ) Government entity (Federal, State, or local);
- ( ) Foreign government
- ( ) International organization per 26 CFR 1.6049-4;
- ( ) Other
- (f) Common Parent.

- ( ) Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.
- ( ) Name and TIN of common parent:
- Name:
- TIN:

(End of Provision)

(KF7043)

K-8            52.204-5            WOMEN-OWNED BUSINESS (OTHER THAN SMALL BUSINESS)            MAY/1999

\*\*\*

(b) Representation. [Complete only if the offeror is a women-owned business concern and has not represented itself as a small business concern in paragraph (b)(1) of FAR 52.219-1, Small Business Program Representations, of this solicitation.] The offeror represents that it \_\_\_\_ is a women-owned business concern.

\*\*\*

(End of provision)

(KF7022)

K-9            52.207-4            ECONOMIC PURCHASE QUANTITY - SUPPLIES            AUG/1987

As prescribed in 7.203, insert the following provision:

(a) Offerors are invited to state an opinion on whether the quantity(ies) of supplies on which bids, proposals or quotes are requested in this solicitation is (are) economically advantageous to the Government.

(b) Each offeror who believes that acquisitions in different quantities would be more advantageous is invited to recommend an economic purchase quantity.

\*\*\*

OFFEROR RECOMMENDATIONS

<u>ITEM</u>	<u>QUANTITY</u>	<u>PRICE</u> <u>QUOTATION</u>	<u>TOTAL</u>
_____			
_____			
_____			

\*\*\*

(End of provision)

(KF7003)

Name of Offeror or Contractor:

K-10 52.209-5 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, DEC/2001  
AND OTHER RESPONSIBILITY MATTERS

(a)(1) The Offeror certifies, to the best of its knowledge and belief, that-

(i) The Offeror and/or any of its Principals-

(A) Are ( )  
are not ( )

presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have ( )  
have not ( ),

within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offcommissionomission of embezzlement, theft, forget, bribery, falsification or destruction or records, making false statements, tax evasion, or receiving stolen property; and

(C)Are ( )  
are not ( )

presently indicated for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision.

(a)(1)(ii) The Offeror has ( )  
has not ( ),

within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

\*\*\*

(End of Provision)

(KF7033)

K-11 52.215-6 PLACE OF PERFORMANCE OCT/1997

(a) The offeror or respondent, in the performance of any contract resulting from this solicitation, intends, does not intend to use one or more plants or facilities located at a different address from the address of the offeror or respondent as indicated in this proposal or response to request for information.

(b) If the offeror or respondent check "intends" in paragraph (a) of this provision, it shall insert in the following spaces the required information:

PLACE OF PERFORMANCE (STREET ADDRESS, CITY STATE, COUNTY, ZIP-CODE)	NAME AND ADDRESS OF OWNER AND OPERATOR OF THE PLANT OR FACILITY IF OTHER THAN OFFEROR OR RESPONDENT
---	--

(End of provision)

(KF7035)

K-12 52.219-21 SMALL BUSINESS SIZE REPRESENTATION FOR TARGETED INDUSTRY CATEGORIES MAY/1999  
UNDER THE SMALL BUSINESS COMPETITIVENESS DEMONSTRATION PROGRAM

[Complete only if the Offeror has represented itself under the provision at FAR 52.219-1 as a small business concern under the size standards of this solicitation.]

Offeror's number of employees for the past twelve months (check this column if size standard stated in solicitation is expressed in terms of number of employees) or Offeror's average annual gross revenue for the last three fiscal years (check this column if size standard stated in solicitation is expressed in terms of annual receipts).

(Check one of the following.)

Number of Employees _____ 50 or fewer	Average Annual _____ \$1 million or less
--	---

Name of Offeror or Contractor:

<input type="checkbox"/> 51 - 100	<input type="checkbox"/> \$1,000,001 - \$2 million
<input type="checkbox"/> 101 - 250	<input type="checkbox"/> \$2,000,001 - \$3.5 million
<input type="checkbox"/> 251 - 500	<input type="checkbox"/> \$3,500,001 - \$5 million
<input type="checkbox"/> 501 - 750	<input type="checkbox"/> \$5,000,001 - \$10 million
<input type="checkbox"/> 751 - 1,000	<input type="checkbox"/> \$10,000,001 - \$17 million
<input type="checkbox"/> over 1,000	<input type="checkbox"/> over \$17 million

(End of provision)

(KF7050)

K-13	52.222-22	PREVIOUS CONTRACTS AND COMPLIANCE REPORTS	FEB/1999
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The offeror represents that -

- (a) It ( ) has, ( ) has not participated in a previous contract or subcontract subject either to the Equal Opportunity clause of this solicitation;
- (b) It ( ) has, ( ) has not, filed all required compliance reports; and
- (c) Representations indicating submission of required compliance reports, signed by subcontractors, will be obtained before subcontract awards.

(End of provision)

(KF7019)

K-14	52.222-25	AFFIRMATIVE ACTION COMPLIANCE	APR/1984
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The offeror represents that (a) it

- ( ) has developed and has on file,
- ( ) has not developed and does not have on file,

at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2), or

- (b) it
- ( ) has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(End of provision)

(KF7020)

K-15	252.225-7006	BUY AMERICAN ACT - TRADE AGREEMENTS - BALANCE OF PAYMENTS PROGRAM	MAR/1998
	DFARS	CERTIFICATE	

\*\*\* (c) (2) The Offeror must identify all end products that are not domestic end products.

- (i) The Offeror certifies that the following supplies qualify as 'U.S. made end products' but do not meet the definition of 'domestic end product':

\_\_\_\_\_ (insert line item number)

- (ii) The Offeror certifies that the following supplies are qualifying country end products:

_____ (insert line item number)	_____ (insert country of origin)
---------------------------------	----------------------------------

- (iii) The Offeror certifies that the following supplies qualify as designated country end products:



Name of Offeror or Contractor:

_____ (insert line item number)	_____ (insert country of origin)
------------------------------------	-------------------------------------

(iv) The Offeror certifies that the following supplies qualify as Caribbean Basin country end products:

_____ (insert line item number)	_____ (insert country of origin)
------------------------------------	-------------------------------------

(v) The Offeror certifies that the following supplies qualify as NAFTA country end products:

_____ (insert line item number)	_____ (insert country of origin)
------------------------------------	-------------------------------------

(vi) The following supplies are other nondesignated country end products.

_____ (insert line item number)	_____ (insert country of origin)
------------------------------------	-------------------------------------

(End of provision)

(KA7505)

K-16	252.247-7022	REPRESENTATION OF EXTENT OF TRANSPORTATION BY SEA	AUG/1992
	DFARS		

\*\*\*

(b) Representation.

The Offeror represents that it--

\_\_\_\_\_ Does anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

\_\_\_\_\_ Does not anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

\*\*\*

(End of provision)

(KA7500)

<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b>  <b>PIIN/SIIN</b> DAAA09-03-R-0071 <b>MOD/AMD</b>	<b>Page 34 of 41</b>
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**Name of Offeror or Contractor:**

SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

For Local Clauses See: <http://www.osc.army.mil/ac/aais/ioc/clauses/index.htm>

The following Federal Acquisition Regulation (FAR), DoD FAR Supplement clauses and provisions, the full text of which will be made available upon request, are incorporated herein by reference with the same force and effect as if set forth in full text.

The text of the clauses incorporated by reference herein are available from the contract specialist indicated in block 7 of the Standard Form 33 or (as applicable) the contracting officer and will be furnished upon request. Other documents are available as indicated in the schedule.

Any company/individual wishing to purchase a copy of the Federal Acquisition Regulation (FAR), the Army FAR Supplement or the DOD FAR Supplement, may do so from the Superintendent of Documents, US Government Printing Office, Washington DC 20402.  
(LA7001)

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
L-1	52.204-6	DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER	JUN/1999
L-2	52.211-2	AVAILABILITY OF SPECIFICATIONS LISTED IN THE DOD INDEX OF SPECIFICATIONS AND STANDARDS (DODISS) AND DESCRIPTIONS LISTED IN THE ACQUISITION MANAGEMENT SYSTEMS AND DATA REQUIREMENTS CONTROL LIST, DOD 5010.12-L	DEC/1999
L-3	52.215-1	INSTRUCTIONS TO OFFERORS--COMPETITIVE ACQUISITIONS	MAY/2001
L-4	52.232-13	NOTICE OF PROGRESS PAYMENTS	APR/1984
L-5	252.206-7000 DFARS	DOMESTIC SOURCE RESTRICTION	DEC/1991
L-6	52.211-14	NOTICE OF PRIORITY RATING FOR NATIONAL DEFENSE USE	SEP/1990

Any contract awarded as a result of this solicitation will be a DO rated order certified for national defense use under the Defense Priorities and Allocations System (DPAS)(15 CFR 700), and the Contractor will be required to follow all of the requirements of this regulation.

(End of Provision)

(LF6019)

L-7	52.216-1	TYPE OF CONTRACT	APR/1984
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The Government contemplates award of a firm fixed price contract resulting from this solicitation.

(End of Provision)  
(LF6008)

L-8	52.233-2	SERVICE OF PROTEST	AUG/1996
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(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO) , shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from Jim Prather, Procuring Contracting Officer, AMSJM-CCA-L, Rock Island, IL 61299-6000.

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

(End of Provision)

(LF6021)

L-9	52.211-4510 AMC	PARTNERING	AUG/2001
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\*\*\*The principal government representatives for this effort will be Mr. Jim Prather, Procuring Contracting Officer, Joint Munitions Command, Rock Island, IL 61299-6000.

<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b> <b>PIIN/SIIN</b> DAAA09-03-R-0071 <b>MOD/AMD</b>	<b>Page 35 of 41</b>
---------------------------	--	----------------------

**Name of Offeror or Contractor:**

(End of Provision)

(LM6100)

L-10 52.252-5 AUTHORIZED DEVIATIONS IN PROVISIONS APR/1984

(a) The use in this solicitation of any Federal Acquisition Regulation (48 CFR Chapter 1) provision with an authorized deviation is indicated by the addition of ''(DEVIATION)'' after the date of the clause.

(b) The use in this solicitation of any DOD FAR SUPPLEMENT (48 CFR Chapter 2) provision with an authorized deviation is indicated by the addition of ''(DEVIATION)'' after the name of the regulation.

(End of provision)

(LF7015)

L-11 15.403-5(A) COST DATA BREAKDOWN OCT/1997  
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(End of Provision)

(LF7012)

L-12 52.212-4501 ELECTRONIC AWARD NOTICE APR/2001  
OSC

1. Any contract awarded as a result of this solicitation will be posted to the Electronic Document Access (EDA) system website, <http://eda.ogden.disa.mil/>, and paper copies will not be distributed. This is a material condition of the solicitation and by submission of a bid or proposal, the vendor agrees to accept an electronic award transmitted in the manner described above. In order to obtain an electronic copy of the award, you must be registered in the EDA system. Guidance/instructions for registration can be obtained at the above website.

2. Notice of award to the contractor receiving the award will be issued only via electronic mail. Vendors who wish to be notified if they receive an award as a result of this solicitation must provide their electronic mail address in the space provided below. If the vendor fails to provide an electronic mail address, then a separate notice of award will not be provided and it shall be the sole responsibility of the vendor to periodically check the Federal Business Opportunities (FedBizOpps) - FBO Synopsis/Award Search website <http://www.fedbizopps.gov/> or the Army Single Face to industry (ASFI)/Procurement Notifications website <http://acquisition.army.mil> to determine if he/she has received an award. In this event, the vendor's failure to check FEDBIZOPPS or the ASFI in a timely manner shall not be an excuse for failure to perform or grounds for a delivery schedule extension.

3. Notice of award to unsuccessful offerors shall be issued only via electronic mail from the Contracting Office or via the FedBizOpps/Vendor Notification feature. Vendors who wish to receive an electronic mail notice if they are unsuccessful must provide an electronic mail address in the space provided below. If the vendor fails to provide an electronic mail address, then a separate notice will not be provided, and it shall be the sole responsibility of the vendor to periodically check the ASFI/Procurement Notifications or the FedBizOpps/Award Notification to determine if an award has been made. In this event, the vendor's failure to check these sites to determine if an award has been made shall not constitute grounds for an extension of any protest period allowed by regulation.

VENDOR'S ELECTRONIC MAIL (EMAIL) ADDRESS:

-1-

(End of provision)

(LS7100)

L-13 SUBMITTAL FOR EVALUATION FACTORS AND SUBFACTORS

Offeror shall provide a separate volume for each Factor addressing all relevant subfactors. Information must be submitted on a 8 1/2 X 11 inch standard paper stock, with one inch margins, in font Courier New 12 pitch. Offeror not submitting the information in the proper format may be considered noncompliant and deemed not eligible for award. The offeror must provide information in sufficient detail to allow the Government to make a Best Value assessment of the offeror's Quality Control, Production Capability, Recent, Relevant Past

<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b>  <b>PIIN/SIIN</b> DAAA09-03-R-0071 <b>MOD/AMD</b>	<b>Page 36 of 41</b>
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**Name of Offeror or Contractor:**

Performance, Price and Small Business Utilization.

a. Quality Control:

Quality System Plan: A description of the offerors Quality Control Plan. Sufficient information should be included to demonstrate how the offeror integrates production and technical aspects (production control, technical data, vendor control and data) to assure a quality product for delivery.

Technical Data Management: The offeror will be required to show how Technical Data discrepancies are managed and how corrective actions are initiated.

Production Problem Investigation and Resolution: The offeror will be required to show that their production control is capable of detecting production problems and how the problems are resolved.

Component Control and requirements flow-down: The offerors Vendor control plan must show a demonstrated ability to provide all requirements and to control vendor product, especially management of nonconforming materials and hardware.

b. Production Capability:

Information provided by the offeror, which demonstrates knowledge and ability to manufacture and assemble formed and machined components will be evaluated.

The offeror will describe the equipment, capacity, controls, and testing planned to support production. Emphasis should be placed on environmental controls for LAP operations and the pre-conditioning of components for LAP.

c. Recent, Relevant Past Performance: For the purpose of submitting proposals, recent is defined as occurring from three years prior to the solicitations initial closing date up until date of award. Relevant is defined as producing the same or similar items requiring the same or similar manufacturing processes, skills, and abilities. The offeror must submit all contract information (government, commercial, foreign military sales) that meet the criteria of the definition for "Relevant". The contracting officer reserves the right to determine which contract information is relevant, though the contractor may highlight those they feel best showcases same/similar processes, skills and abilities. The Government reserves the right to evaluate data from all sources in the evaluating of past performance.

On-Time Deliveries: Offerors shall provide information regarding recent, relevant past performance in the area of timeliness of deliveries. The offeror must provide information for deliveries made, deliveries scheduled-to-be made, and deliveries rescheduled-to-be made during the period of recent past performance. Include all supporting information for verification purposes concerning all these covered deliveries, even though this supporting information may precede the period defined as recent above.

Quality: Offerors shall provide information on their recent, relevant performance in the area of quality assurance, including quality assurance standards applied on recent, relevant contracts. The Government will evaluate all relevant quality issues that it discovers during the period of recent performance, regardless of when the actual delivery was made.

d. Price: The price will be evaluated in accordance with the terms of the solicitation (With First Article, FOB Destination, with a 300% evaluated option).

e. Small Business Utilization

(1) All offerors (small, large and foreign) are required to identify the extent to which the following small businesses and educational institutions will be utilized in the contract:

(a) Small Businesses (SBs), Veteran-Owned Small Business (VOSB), Service Disabled Veteran-Owned Small Business (SDVOSB), Small Disadvantaged Businesses (SDBs), Women-Owned Small Businesses (WOSBs), Historically Underutilized Business Zone (HUBZone) Small Businesses, hereinafter all referred to as SB; and

(b) Historically Black Colleges, Universities and Minority Institutions (HBCU/MIs).

(2) For Small Businesses, as identified by the size standard for the North American Industry Classification System (NAICS) Code applicable to this solicitation, the offeror's own participation as a SB or HBCU/MI is to be identified and will be considered in evaluating small business utilization.

(3) Small Business Utilization

(a) The offeror is to provide names, products/services and estimated dollar value and type of SB and HBCU/MIs who would participate in the proposed contract in the format below.

CONTINUATION SHEET	Reference No. of Document Being Continued		Page 37 of 41
	PIIN/SIIN DAAA09-03-R-0071	MOD/AMD	

Name of Offeror or Contractor:

SB TYPE	ESTIMATED \$ VALUE	PRODUCT/SERVICE	COMPANY NAME
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TOTAL SB \$

- (b) Large business offerors, where FAR 52.219-9 applies, shall identify the total subcontracting dollars.
- (c) Realism - All offerors are to provide a detailed description of their methods used to promote and utilize small business, as prescribed by FAR 52.219-8, in contracts performed within three years prior to the initial solicitation closing date for the same or similar items:
- (i) A description and available documentation of the methods employed to promote small business utilization, and;
- (ii) A description of the internal methods used to monitor small business utilization.
- (iii) Large business offerors shall document their performance, using information as prescribed by FAR 52.219-9 Small Business Subcontracting Plan., in contracts within three years prior to the initial solicitation closing date, for the same or similar items.
- This documentation shall include their actual performance in utilizing SB and HBCU/MI contractors. The documentation shall include the final or most recent SF 294 for each relevant contract. If the large business proposes substantially different small business utilization than experienced on similar work in the past, they must explain how they will accomplish that higher/lower proposed level. Large businesses that have not had a contract in the past three years incorporating FAR clause 52.219-9, shall so state.

\*\*\* END OF NARRATIVE L 001 \*\*\*

<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b>  <b>PIIN/SIIN</b> DAAA09-03-R-0071 <b>MOD/AMD</b>	<b>Page 38 of 41</b>
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**Name of Offeror or Contractor:**

SECTION M - EVALUATION FACTORS FOR AWARD

For Local Clauses See: <http://www.osc.army.mil/ac/aais/ioc/clauses/index.htm>

The following Federal Acquisition Regulation (FAR), DoD FAR Supplement clauses and provisions, the full text of which will be made available upon request, are incorporated herein by reference with the same force and effect as if set forth in full text.

The text of the clauses incorporated by reference herein are available from the contract specialist indicated in block 7 of the Standard Form 33 or (as applicable) the contracting officer and will be furnished upon request. Other documents are available as indicated in the schedule.

Any company/individual wishing to purchase a copy of the Federal Acquisition Regulation (FAR), the Army FAR Supplement or the DOD FAR Supplement, may do so from the Superintendent of Documents, US Government Printing Office, Washington DC 20402.

MA7001

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
M-1	52.217-5	EVALUATION OF OPTIONS	JUL/1990
M-2	52.247-50	NO EVALUATION OF TRANSPORTATION COSTS	APR/1984
M-3	15.204-5(C)	SECTION M, EVALUATION FACTORS FOR AWARD	OCT/1997

Proposal Evaluation: Proposals pertaining to the factors below except past performance shall be evaluated only on their content. Assumptions, preconceived ideas, and personal knowledge or opinions for these factors not supported by material provided in the proposal will not be considered or used as a basis for evaluation. However, the Government's evaluation of Past Performance may include data/information from sources other than those provided with the offeror's proposal.

Relative Significant Evaluation Factor: The importance of these factors is as follows: Quality Control is slightly greater than Production Capability which is significantly greater than Past Performance; which is moderately greater than Price; which is slightly greater than Small Business Utilization.

- (1) Quality Control, which consists of:
  - Quality System Plan
  - Technical Data Management
  - Production problem investigation and resolution
  - Component Control and requirements flow-down
- (2) Production Capability, which consists of:
  - Knowledge and ability to manufacture and assemble formed and machined components
  - Equipment capability (type and capacity of equipment on-hand or planned to be used in support of this procurement)
- (3) Recent, Relevant Past Performance: Sources available to the Government other than the contractor's proposal will be used to evaluate past performance. sources such as, but not limited to, contracting and pre-award offices at other commands may be used to gather information. In addition, the Government has the right to consider information regarding contractor performance up to the date of award. Recent, Relevant Past Performance consists of:
  - On-Time Deliveries
  - Quality performance (Quality Deficiency Reports (QDRs), production problems encountered and resolved, testing failures, Customer required corrective actions etc.)
- (4) Price - Add the price of the evaluated option to the price of the basic requirement for a total evaluated price.
- (5) Small Business Utilization:
  - (a) The Government will evaluate all offerors (small, large and foreign) proposed utilization of:
    - Small Business (SB)
    - Small Disadvantaged Business (SDB)
    - Women-Owned Small Business (WOSB)
    - Veteran-Owned Small Business (VOSB)
    - Service Disabled Veteran-Owned Small Business (SDVOSB)
    - Historically Underutilized Business Zone Small Business (HUBZone) hereinafter all to be referred to as SB; and
    - Historically Black Colleges and Universities/Minority Institutions (HBCU/MI).
  - (b) For Small Businesses, as identified by the size standard for the North American Industry Classification System (NAICS) applicable to this solicitation, the offerors own participation as a SB or HBCU/MI is to be identified and will be considered in

<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b> <b>PIIN/SIIN</b> DAAA09-03-R-0071 <b>MOD/AMD</b>	<b>Page 39 of 41</b>
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**Name of Offeror or Contractor:**

evaluating small business utilization.

(c) The Government will evaluate the extent to which an offeror identifies and commits to utilizing SB and HBCU/MI in the performance of the proposed contract as well as how well it has performed in this regard in the past. Such utilization may be as the contractor, a subcontractor, or as a member of a joint venture or teaming arrangement. The elements to be evaluated are:

(i) Complexity of specific products or services that will be provided by those SBs and HBCU/MIs.

(ii) Estimated total dollar amount to Small Businesses, as well as in each of the Small Business categories and HBCU/MIs.

(iii) Realism - The Government will evaluate the offerors actual past performance in achieving the proposed small business utilization on contracts performed within three years prior to the initial solicitation closing date for same or similar items to assess the realism of proposed small business utilization. This evaluation will include an assessment of:

(a) The offeror's performance as prescribed by the Federal Acquisition Regulation (FAR) clause 52.219-8, Utilization of Small Business Concerns. SBs and HBCU/MIs are reminded to include their own performance on their contracts.

(b) For large business offerors, their performance as prescribed by FAR 52.219-9, Small Business Subcontracting Plan. This includes evaluation of the offerors actual performance in meeting SB and HBCU/MI subcontracting goals. Large businesses that have not held a contract in the past three years that included FAR 52.219-9, will be evaluated against FAR 52.219-8 only.

(c) Offerors without a record of past performance will not be considered favorably or unfavorably in developing a realism assessment. The fact that the offeror has no past performance will be noted for the Source Selection Authority.

(MF6012)

M-4	52.247-49	DESTINATION UNKNOWN	APR/1984
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For the purpose of evaluating offers and for no other purpose, the final destination(s) for the supplies will be considered to be as follows: An amendment will be issued which will provide the destination prior to closing the solicitation.

(End of Provision)

(MF6007)

M-5	52.245-4519	EVALUATION PROCEDURES FOR USE OF GOVERNMENT-OWNED PRODUCTION AND RESEARCH PROPERTY	AUG/1993
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(a) In accordance with FAR 45.201(a), the Government shall, to the maximum extent practical eliminate the competitive advantage accruing to a contractor possessing Government production and research property.

(b) If the offeror plans to use any item of Government production and research property in possession of the offeror or his proposed subcontractors under a facilities contract or other agreement with the Government independent of this solicitation, the offeror shall so indicate by checking the applicable box(es) below and by identifying such facilities contract or other agreement under which the property is held.

☐ Offer is predicated on use of Government property in offeror's possession.

☐ Offer is predicated on use of Government property in offeror's proposed subcontracts of vendors.

Identification of facilities contract or other agreement under which such property is held!

Type of Contract or Agreement: \_\_\_\_\_

Number and Date: \_\_\_\_\_

Cognizant Government Agency (including address): \_\_\_\_\_

(c) Offeror is required to submit with his offer:

(1) The written permission of the Contracting Officer having cognizance over the property for use of that property, and whether such use will be on a rental or rent-free basis.

<p style="text-align: center;"><b>CONTINUATION SHEET</b></p>	<p style="text-align: center;"><b>Reference No. of Document Being Continued</b></p> <p style="text-align: center;">PIIN/SIIN    DAAA09-03-R-0071                      MOD/AMD</p>	<p style="text-align: center;"><b>Page 40 of 41</b></p>
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**Name of Offeror or Contractor:**

(2) A list or description of all Government production and research property which the offeror or his anticipated subcontractors propose to use on a rent-free basis. AMCCOM Form 71-R or equivalent will be used.

(d) To eliminate the competitive advantage an evaluation factor shall be added to each offer which is predicated on the use of the above detailed existing Government production and research property.

(e) For rent-free use of Government-owned production and research property, such use shall be evaluated by adding to the price of the item(s) at the rates set forth in FAR 52.245-9 for each month of the proposed production period. Where both rental use and rent-free use will occur during the same production period, the rent and the evaluation in lieu of rent-free use will be computed in accordance with the formula for proration set forth in the Use and Charges clause, FAR 52.245-9.

(f) The months that will be used for the purpose of the evaluation will be the period computed in months set forth by the offeror:\_\_\_\_months (this period shall include the first, last, and all intervening months). The Contractor will be liable to pay rent for use of any Government-owned property which exceeds the time specified in this clause. If the bidder/offeror fails to specify the number of months in the blank provided, the delivery schedule will be used to determine the number of months of rent free use required through the month scheduled for final delivery.

(g) The Government shall compute the use-evaluation factor, per-unit-procured, in accordance with the following formula:

$$\frac{\text{TxRxPxS}}{Q} = C$$

T: Total acquisition cost of facilities (including, if paid by the Government, cost of transportation and installation as well as any cost expended to enhance the condition of the machine).

R: Rental rate.

P: Production period (months).

Q: Quantity of items to be procured.

S: Pro rata share, if applicable.

C: Evaluation factor to be added to unit price.

(h) This evaluation procedure shall not be applicable to any item or items of Government property held by the offeror under a valid lease or rental arrangement with the Government wherein the offeror is granted right of usage of such property and must pay a rental thereon for the entire leasehold/rental period irrespective of actual usage.

(i) If Government production and research property is being used on other work under one or more existing contracts for which use has been authorized, the evaluation factor shall be determined by prorating the rent between the proposed contract and such other work. The pro-rata share applicable to a proposed contract shall be determined by multiplying the full rental charge for use of Government production and research property for the period for which rent-free use is requested by a fraction, the numerator of which is the amount of use of such property requested by the contractor under this proposed contract and the denominator of which is the sum of the previous authorized use of the property by the contractor for the period and the use requested under the proposed contract. The Contractor must indicate in it's bid offer if a pro-rata share is applicable for this procurement.

(j) Special considerations relating to use of Government-owned facilities and special tooling by subcontractors.

(1) Evaluation factors applied to prime contractor's offers will be the same for both proposed prime contractor's and subcontractor's use of Government-owned property, including evaluation rates and production period.

(2) In the event that any prospective subcontractor desiring use of Government property pursuant to this provision refuses to quote a price to any prospective prime contractor or refuses to quote on an equal basis to all prospective prime contractors, the Government reserves the right to:

(i) Refuse to authorize the subcontractors use of such property, or;

(ii) Evaluate 100% of the acquisition cost (including cost of transportation, and installation, and enhancement paid by the Government) of such property against the offer of the prime contractor proposing to use such subcontractor.

(End of provision)



<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b> <b>PIIN/SIIN</b> DAAA09-03-R-0071 <b>MOD/AMD</b>	<b>Page</b> 41 <b>of</b> 41
<b>Name of Offeror or Contractor:</b>		